

ATTACHMENT B

SWORN DECLARATION OF JAMES A. KAY, JR.

I, James A. Kay, Jr., hereby depose and state that:

- 1) I have assisted in the preparation of and have reviewed the final draft of the foregoing Petition for Enforcement Action;
- 2) I am personally familiar with the subject matter discussed therein; and
- 3) The factual allegations contained in the Petition for Enforcement Action are true and correct of my personal knowledge, save and except matters of which the Commission may take official notice or matters expressly stated to be averred on information and belief.

I declare under penalty of perjury that the foregoing is true and correct. Executed within the United States on this 30th day of November, 2001.


James A. Kay, Jr.

EXHIBIT No. 1

EXHIBIT No. 1



MOTOROLA

**Communications and Electronics Inc.
Western Division**

October 18, 1993

El Redondo Termite Control, Inc.
2013 Artesia Blvd.
Redondo Beach, CA 90278

Dear Motorola Customer:

Motorola has made arrangements to sell our Community Repeater that your company shares on SADDLE PEAK. The repeater will remain at the same location and be owned and maintained locally by:

LUCKY'S TWO WAY RADIO
P. O. BOX 7890
Van Nuys, CA. 91409
Tel. No. 818-997-7700

Effective December 1, 1993, Lucky's Two Way Radio will be billing you for your repeater service. Any pre-paid repeater service will be credited to your Motorola account. Please call Motorola's Customer Service Center at (800) 247-2346 to request a refund.

Thank you for allowing Motorola to provide your communications needs. If you have any questions, please feel free to call me at 800-445-3620 ext. 8359.

Regards,

Al Pitaro
Antenna Site Manager
Network Services Western Division

cc: Lucky's Two Way Radio
1

EXHIBIT No. 2

EXHIBIT No. 2



P.O. Box 7850, Van Nuys, California 91408
Office: (818) 894-3585 FAX: (818) 782-7101
Direct Address: 15525 Cabrito Road, Van Nuys, CA 91408

REPEATER AGREEMENT

LUCKY'S TWO-WAY RADIOS hereinafter called Company, agrees to furnish the non-exclusive use of the below described station to the undersigned Customer for the full term and amount stated below, and in consideration thereof, Customer agrees to make the full number of payments at the number and amounts stated below, commencing on the date Company makes the station available.

STATION DESCRIPTION: <u>500 MHz SERVICE</u>	
STATION LOCATION: <u>SADDLE PEAK</u>	CUSTOMER NO.:
EQUIPMENT SUPPLIER: <u>SLC</u>	CUSTOMER BUSINESS ACTIVITY: <u>TELEPHONE CONTROL</u>

SPECIAL PROVISIONS

☒ This station will operate under a special use permit from the U.S. Forest Service (U.S.F.S.). The permit fee is currently 5% of the annual amount or a minimum of \$30.00/year. U.S.F.S. fees apply separately to each station located on U.S.F.S. lands. The permit fee is subject to change by the U.S.F.S. and will be added to the contract amount.

☐ Airtime billing will include an allowance of _____ minutes per control, base, mobile, and portable per month (averaged over the entire radio system) in the base rate. Airtime usage in excess of that allowance will be billed at _____ cents per minute. Transmissions will be monitored from 7 A.M. to 7 P.M. Monday through Friday. Unlimited business transmissions will be allowed at other hours at no additional charge. Airtime billing does not include airtime usage accumulated during use of Interconnect service.

☐ Interconnect Service (Telephone Interconnect) will be provided for _____ mobile/portables. Users of interconnected phone service agree to pay all telephone toll charges and message units. Airtime rate for interconnected calls; incoming: _____ cents per minute; outgoing: _____ cents per minute. Note: Radio dispatch transmissions take priority over interconnected mobile phone service. Interconnect service is provided only on a "time available" basis, as determined by Company, and is subject to availability.

☒ Other CUSTOMER AGREES TO CANCEL FCC LICENSE #17226
ON FCC FORM 405A, TO BE EXECUTED UPON
EXECUTION OF THIS CONTRACT.
Boxes checked above apply to and are made part of this contract.

TERMS OF PAYMENT:

All payments will be in advance for the services at the monthly rates stated below.

NO. OF CONTROL BASES	NO. OF MOBILES/PORTABLES	NO. OF INTERCONNECTS	CONNECTION FEE	MONTHLY RATE	SECURITY DEPOSIT
<u>1</u>	<u>12</u>	<u>0</u>	<u>0</u>	<u>156⁰⁰</u>	<u>156⁰⁰</u>
RATE PER CONTROL BASE	RATE PER MOBILE/PORTABLE	RATE PER INTERCONNECT	BASE NO. OF UNITS	RATE IF BASE NO. OF UNITS EXCEEDED	
<u>12⁰⁰</u>	<u>12⁰⁰</u>	<u>0</u>	<u>13</u>	<u>12⁰⁰</u>	

Payments will be paid quarterly, due on the 1st day of each calendar quarter. Billing is to be prorated to calendar quarters. In the event that Company elects to change its billing from quarterly to monthly, payments will be due monthly in advance, due on the 1st day of each calendar month. Billing will then be prorated to calendar months. The initial "monthly rate" is subject to change by Company on an annual basis, as provided for in this Agreement.

a) Number of Units: The base number of units stated above is the initial number of units (base, control, mobile, portable) that Customer represents he will use as part of a radio system which includes the above described station. Customer agrees to obtain Company's written approval prior to increasing the number of units above the base number or adding any peripheral equipment such as signaling, tone data or interconnect equipment at which time Customer agrees to pay Company, in addition to the rates already in effect, the amount stated above under "Rate if Base No. Units Exceeded", for the remaining term of this agreement. Failure to obtain Company's approval before placing additional units or peripheral equipment in service shall cause Customer to owe four times the amount of the increase in rate for the period of time the units were in service without permission. (Company reserves the right to request the removal of additional or peripheral equipment if in the opinion of Company, such equipment causes undesirable operation of the station and Customer agrees to remove said equipment upon demand.) A subsequent reduction of the number of units shall not reduce the payment amount unless requested by Company.

b) Connection Fee: Upon execution of this agreement, Customer agrees to pay the connection fee stated above. The connection fee shall be a one time non-refundable charge. Units added subsequent to the initial connection shall also incur a connection fee equal to the original "Connection Fee" divided by the "Base No. of Units" times the number of units being added to the system.

c) Security Deposit: The security deposit shall be non-refundable for the term of this agreement. Customer acknowledges that the security deposit shall be received and held by Company as security for the continuing performance of Customer's obligations hereunder. In the event such deposit is utilized by Company at its sole option and discretion, for application to satisfy any obligation of Customer hereunder, application of such security deposit to satisfy such obligations shall not relieve Customer of its continuing obligations hereunder, nor shall it be interpreted as a waiver of any rights or remedies of Company. At the termination of this agreement, Company shall refund security deposit or any portion thereof not utilized by Company to meet obligations of Customer. Company shall not be under any obligation to retain Customer's security deposit in an interest bearing or other special ear-marked account for the benefit of Customer.

d) General Provisions: The undersigned certifies that he has read and understands all of the terms and conditions on the front and back sides of this agreement, and each party acknowledges receipt of a true copy hereof at the time of execution. All of the terms and conditions on the reverse side hereof are part of this agreement, AND THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, MODIFICATIONS, OR PERFORMANCE GUARANTEES OTHER THAN THOSE EXPRESSLY STATED HEREIN. The parties hereto agree that no subsequent modification, warranty, or waiver shall become valid until and unless it is reduced to writing and signed by Customer and Company.

e) Personal Guarantee: Any person executing this agreement herein below on behalf of Customer, understands and warrants he is principal of Customer and execution of this agreement on behalf of Customer operates as a personal guarantee of payment of any sums incurred by Customer under the terms of this agreement.
Initial X Red

COMPANY: LUCKY'S TWO-WAY RADIOS

BY [Signature] DATE 12/9/93
(Printed)
This agreement is made and becomes valid only when signed by an officer of

CUSTOMER EL RECONDADO TELEPHONE CONTROL INC.
ADDRESS 2013 ARTESIA BLVD
CITY, STATE, ZIP Redondo Beach, CALIF 90278
PHONE 310 3768745
BY MAXINE STEINER TITLE Sec.
(Printed)
BY [Signature] DATE 12-9-93
(Signed)

EXHIBIT No. 3

EXHIBIT No. 3

FCC 405AApproved by OMB
3060-0107
Expires 4/30/95
See instructions for
public burden estimate.**UNITED STATES OF AMERICA
FEDERAL COMMUNICATIONS COMMISSION****FOR
FCC
USE
ONLY****PRIVATE RADIO APPLICATION
FOR RENEWAL, REINSTATEMENT AND/OR NOTIFICATION
OF CHANGE TO LICENSE INFORMATION**1. APPLICANT NAME **EL REDONDO TERMITE CONTROL INC.**2. MAILING ADDRESS (Line 1) **2013 ARTESIA BLVD.**

MAILING ADDRESS (Line 2)

3. CITY **REDONDO BEACH**4. STATE
CA5. ZIP CODE
902786. CALL SIGN OR OTHER FCC IDENTIFIER
WIJ226

7. FEE TYPE CODE

8. FEE MULTIPLE

9. FEE DUE

FOR FCC USE ONLY

\$ **0**

10. PURPOSE OF APPLICATION

☐ RENEWAL OF LICENSE (FEE REQUIRED)☐ REINSTATEMENT OF LAND MOBILE LICENSE
(FEE REQUIRED)☐ NOTIFICATION OF NAME CHANGE WITHOUT CHANGE
IN OWNERSHIP, CORPORATE STRUCTURE OR ENTITY
(NO FEE REQUIRED)
FORMER NAME OF LICENSEE:☐ NOTIFICATION OF MAILING ADDRESS CHANGE
(NO FEE REQUIRED)☐ NOTIFICATION OF STATION CLOSURE,
CANCEL LICENSE LISTED IN ITEM 6
(NO FEE REQUIRED)☒ LAND MOBILE NOTIFICATION OF CANCELLATION FOR
CONVERSION TO PRIVATE CARRIER, (NO FEE REQUIRED)
CANCEL THE FOLLOWING LICENSES:WIJ22611. RADIO SERVICE
IB12. LOCATION OF TRANSMITTER(S), (GIVE DESCRIPTION OF LOCATION SUCH AS STREET,
CITY, STATE, COORDINATES, ETC.)13. FILE NUMBER
8712410433**SADDLE PEAK, MALIBU CA**14. CLASS OF STATION(S)
FB4, FX1, MO**CERTIFICATION**

1. Applicant waives all claims for the use of any specific frequency regardless of prior use by license or otherwise.
2. Applicant will have unlimited access to the radio equipment and will control access to exclude unauthorized persons.
3. Neither applicant nor any member thereof is a foreign government or representative thereof.
4. Applicant certifies that all statements made in this application and attachments are true, complete, correct and made in good faith.
5. Applicant certifies that the signature that appears on this application is that of a person with the proper authority to sign on behalf of the party represented, as stated in U.S.C., Title 47, Section 1.913.
6. By checking YES, the applicant certifies that, in the case of an individual applicant, he or she is not subject to a denial of federal benefits that includes FCC benefits, pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862, or, in the case of a non-individual applicant (e.g. corporation, partnership or other unincorporated association), no party to the application is subject to a denial of federal benefits, that includes FCC benefits, pursuant to that section. For the definition of a "party" for these purposes, see 47 C.F.R. Section 1.2002(b).

☒ YES☐ NO**WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. CODE, TITLE 47, SECTION 312(A)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).**→ **SIGNATURE** *Maxine Hume***DATE** *12-8-93***FAILURE TO SIGN THIS APPLICATION MAY RESULT IN DISMISSAL OF THE APPLICATION AND FORFEITURE OF ANY FEES PAID.**

EXHIBIT No. 4

EXHIBIT No. 4

P.O. Box 7090, Van Nuys, California 91408
Office: (818) 884-3535 FAX: (818) 782-7101
Street Address: 15525 Colima Road, Van Nuys, CA 91406

LUCKY'S TWO-WAY RADIOS hereinafter called Company, agrees to furnish the non-exclusive use of the below described station to the undersigned Customer for the full term and amount stated below, and in consideration thereof, Customer agrees to make the full number of payments at the number and amounts stated below, commencing on the date Company makes the station available.

STATION DESCRIPTION: <u>500 MHz Service</u>	
STATION LOCATION:	CUSTOMER NO.: <u>982</u>
EQUIPMENT SUPPLIER: <u>SLC</u>	CUSTOMER BUSINESS ACTIVITY: <u>Isolate & Pest Control</u>

SPECIAL PROVISIONS

☒ This station will operate under a special use permit from the U.S. Forest Service (U.S.F.S.). The permit fee is currently 5% of the annual amount or a minimum of \$30.00/year. U.S.F.S. fees apply separately to each station located on U.S.F.S. lands. The permit fee is subject to change by the U.S.F.S. and will be added to the contract amount.

☒ Airtime billing will include an allowance of 75 minutes per control, base, mobile, and portable per month (averaged over the entire radio system) in the base rate. Airtime usage in excess of that allowance will be billed at \$ 25 per minute. Transmissions will be monitored from 7 A.M. to 7 P.M. Monday through Friday. Unlimited business transmissions will be allowed at other hours at no additional charge. Airtime billing does not include airtime usage accumulated during use of interconnect service.

☐ Interconnect Service (Telephone Interconnect) will be provided for _____ mobiles/portables. Users of interconnected phone service agree to pay all telephone toll charges and message units. Airtime rate for interconnected calls; incoming: \$ _____ per minute; outgoing: \$ _____ per minute. Note: Radio dispatch transmissions take priority over interconnected mobile phone service. Interconnect service is provided only on a "time available" basis, as determined by Company, and is subject to availability.

☒ Other Term is for three years Renewable
on each third anniversary date for three years
This agreement supersedes previous agreement

Boxes checked above apply to and are made part of this contract. Signed 12/8/93.

All payments will be in advance for the services at the monthly rates stated below.

NO. OF CONTROLS/BASES 1	NO. OF MOBILES/PORTABLES 12	NO. OF INTERCONNECTS —	CONNECTION FEE —	MONTHLY RATE 234.00	SECURITY DEPOSIT 234.00
RATE PER CONTROL/BASE 18.00	RATE PER MOBILE/PORTABLE 18.00	RATE PER INTERCONNECT —	BASE NO. OF UNITS 13	RATE IF BASE NO. OF UNITS EXCEEDED 18.00 per hr/dia	

Payments will be paid quarterly, due on the 1st day of each calendar quarter. Billing is to be prorated to calendar quarters. In the event that Company elects to change its billing from quarterly to monthly, payments will be due monthly in advance, due on the 1st day of each calendar month. Billing will then be prorated to calendar months. The initial "monthly rate" is subject to change by Company on an annual basis, as provided for in this Agreement.

- 1) **Number of Units:** The base number of units stated above is the initial number of units (base, control, mobile, portable) that Customer represents he will use as part of a radio system which includes the above described station. Customer agrees to obtain Company's written approval prior to increasing the number of units above the base number or adding any peripheral equipment such as signaling, tone data or interconnect equipment at which time Customer agrees to pay Company, in addition to the rates already in effect, the amount stated above under "Rate If Base No. Units Exceeded," for the remaining term of this agreement. Customer may elect to reduce the number of units receiving service, however, such election shall not cause any reduction, offset or refund of any charges.
- 2) **Unauthorized Equipment:** Failure to obtain Company's approval before placing additional units or peripheral equipment in service shall be deemed a material breach of this agreement and shall provide Company with an election(s), and Customer agrees to be bound by Company's election(s) for all purposes. Company may elect to: (a) charge Customer an amount equal to the month's service charge in accord with the terms herein; (b) demand that all unauthorized equipment be removed from the system immediately; (c) demand that Customer assign to Company (or its nominee) or cancel his license to operate on the relevant frequency(ies); (d) cancel the provision of service to Customer, making void this agreement; (e) any combination of aforementioned elections deemed appropriate in the sole discretion of Company. Company shall make such election(s) within sixty (60) days of discovery of the unauthorized equipment and shall notify Customer in writing of the election(s) chosen by the Company.
- 3) **Connection Fee:** Upon execution of this agreement, Customer agrees to pay the connection fee stated herein. The connection fee shall be a one time non-refundable charge. Units added subsequent to the initial connection shall also incur a connection fee equal to the original "Connection Fee" divided by the "Base No. of units" times the number of units being added to the system. Such connection fees shall also be due Company in the event that units are reconnected following disconnection for breach of the terms herein.
- 4) **Security Deposit:** The security deposit shall be non-refundable for the term of this agreement. Customer acknowledges that the security deposit shall be received and held by Company as security for the continuing performance of Customer's obligations hereunder. In the event such deposit is utilized by Company at its sole option and discretion, for application to satisfy any obligation of Customer hereunder, application of such security deposit shall not relieve Customer of its continuing obligation hereunder, nor shall it be interpreted as a waiver of any rights or remedies of Company. At the termination of this agreement, Company shall refund security deposit or any portion thereof not utilized by Company to meet obligations of Customer. Company shall not be under any obligation to return Customer's security deposit in any interest bearing or other special earmarked account for the benefit of Customer and said deposit may be commingled with Company's funds.
- 5) **General Provisions:** The undersigned certifies that he has read and understands all of the terms and conditions on the front and back sides of this agreement, and each party acknowledges receipt of a true copy hereof at the time of execution. All of the terms and conditions on the reverse side hereof are part of this agreement, and THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, MODIFICATIONS, OR PERFORMANCE GUARANTEES OTHER THAN THOSE EXPRESSLY STATED HEREIN. The parties Hereto agree that no subsequent modification, warranty, or waiver shall become valid until and unless it is reduced to writing and signed by Customer and company.
- 6) **Personal Guarantee:** Any person executing this agreement on behalf of the Customer, understands and warrants he is a principle of Customer and execution of this agreement on behalf of Customer constitutes as a personal guarantee of payment of any sums incurred by Customer under the terms of this agreement. Initials _____

COMPANY: LUCKY'S TWO-WAY RADIOS

BY James P. [Signature] DATE 8/29/96
(Signed)

This agreement is made and becomes valid only when signed by an officer of Company.

CUSTOMER El Redondo Termite Control, Inc.
ADDRESS 2013 Artesia Blvd
CITY, STATE, ZIP Redondo Beach, Ca. 90278
PHONE 310-376-8745
BY X Robert Steiner (Signed) TITLE X Pres
BY X Robert Steiner (Printed) DATE X 8-27-96

CUSTOMER WARRANTS THAT HE HAS READ AND UNDERSTANDS ALL OF THE TERMS

EXHIBIT No. 5

EXHIBIT No. 5

REPEATER AGREEMENT

LUCKY'S TWO-WAY RADIOS hereinafter called Company, agrees to furnish the non-exclusive use of the below described station to the undersigned Customer for the full term and amount stated below, and in consideration thereof, Customer agrees to make the full number of payments at the number and amounts stated below, commencing on the date Company makes the station available.

STATION DESCRIPTION: <u>470 MHz</u>		CUSTOMER NO.: <u>1053</u>
STATION LOCATION: <u>Sierra Peak</u>		
EQUIPMENT SUPPLIER: <u>SLC</u>	CUSTOMER BUSINESS ACTIVITY: <u>Construction</u>	

SPECIAL PROVISIONS

☒ This station will operate under a special use permit from the U.S. Forest Service (U.S.F.S.). The permit fee is currently 8% of the annual amount or a minimum of \$30.00/year. U.S.F.S. fees apply separately to each station located on U.S.F.S. lands. The permit fee is subject to change by the U.S.F.S. and will be added to the contract amount.

☐ Airtime billing will include an allowance of _____ minutes per control, base, mobile, and portable per month (averaged over the entire radio system) in the base rate. Airtime usage in excess of that allowance will be billed at _____ cents per minute. Transmissions will be monitored from 7 A.M. to 7 P.M. Monday through Friday. Unlimited business transmissions will be allowed at other hours at no additional charge. Airtime billing does not include airtime usage accumulated during use of interconnect service.

☐ Interconnect Service (Telephone Interconnect) will be provided for _____ mobiles/portables. Users of interconnect phone service agree to pay all telephone toll charges and message units. Airtime rate for interconnect calls; incoming: _____ cents per minute; outgoing: _____ cents per minute. Note: Radio dispatch transmissions take priority over interconnect mobile phone service. Interconnect service is provided only on a "time available" basis, as determined by Company, and is subject to availability.

☒ Other Customer agrees to cancel license no. WJ464 using FCC form 405A as a condition of this contract.

Boxes checked above apply to and are made part of this contract.

TERMS OF PAYMENT:

All payments will be in advance for the services at the monthly rates stated below.

NO. OF CONTROLS/BASES	NO. OF MOBILES/PORTABLES	NO. OF INTERCONNECTS	CONNECTION FEE	MONTHLY RATE	SECURITY DEPOSIT
<u>1</u>	<u>5</u>	<u>N/A</u>	<u>0</u>	<u>72.00</u>	<u>0</u>
RATE PER CONTROL/BASE	RATE PER MOBILE/PORTABLE	RATE PER INTERCONNECT	BASE NO. OF UNITS	RATE IF BASE NO. OF UNITS EXCEEDED	
<u>12.00</u>	<u>12.00</u>	<u>N/A</u>	<u>6</u>	<u>12.00</u>	

Payments will be paid quarterly, due on the 1st day of each calendar quarter. Billing is to be prorated to calendar quarters. In the event that Company elects to change its billing from quarterly to monthly, payments will be due monthly in advance, due on the 1st day of each calendar month. Billing will then be prorated to calendar months. The initial "monthly rate" is subject to change by Company on an annual basis, as provided for in this Agreement.

- a) **Number of Units:** The base number of units stated above is the initial number of units (base, control, mobile, portable) that Customer represents he will use his part of a radio system which includes the above described station. Customer agrees to obtain Company's written approval prior to increasing the number of units above the base number or adding any peripheral equipment such as signaling, tone dem or interconnect equipment at which time Customer agrees to pay Company, in addition to the rates already in effect, the amount stated above under "Rate if Base No. Units Exceeded", for the remaining term of this agreement. Failure to obtain Company's approval before adding additional units or peripheral equipment in service shall cause Customer to owe four times the amount of the increase in rate for the period of time the units were in service without permission. Company reserves the right to request the removal of additional or peripheral equipment if in the opinion of Company, such equipment causes unfavorable operation of the station and customer agrees to remove said equipment upon demand. A subsequent reduction of the number of units shall not reduce the payment amount unless requested by Company.
- b) **Connection Fee:** Upon execution of this agreement, Customer agrees to pay the connection fee stated above. The connection fee shall be a one time non-refundable charge. Units added subsequent to the initial connection shall also incur a connection fee equal to the original "Connection Fee" divided by the "Base No. of Units" times the number of units being added to the system.
- c) **Security Deposit:** The security deposit shall be non-refundable for the term of this agreement. Customer acknowledges that the security deposit shall be received and held by Company as security for the continuing performance of Customer's obligations hereunder. In the event such deposit is utilized by Company at its sole option and discretion, for application to satisfy any obligation of Customer hereunder, application of such security deposit to satisfy such obligations shall not release Customer of its continuing obligations hereunder, nor shall it be interpreted as a waiver of any rights or remedies of Company. At the termination of this agreement, Company shall refund security deposit or any portion thereof not utilized by Company to meet obligations of Customer. Company shall not be under any obligation to retain Customer's security deposit in an interest bearing or other special non-marked account for the benefit of Customer.
- d) **General Provisions:** The undersigned certifies that he has read and understands all of the terms and conditions on the front and back sides of this agreement, and each party acknowledges receipt of a true copy hereof at the time of execution. All of the terms and conditions on the reverse side hereof are part of this agreement, AND THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, MODIFICATIONS, OR PERFORMANCE GUARANTEES OTHER THAN THOSE EXPRESSLY STATED HEREIN. The parties hereto agree that no subsequent modification, warranty, or waiver shall become valid until and unless it is reduced to writing and signed by Customer and Company.
- e) **Personal Guarantee:** Any person executing this agreement herein below on behalf of Customer, understands and warrants he is principal of Customer and execution of this agreement on behalf of Customer operates as a personal guarantee of payment of any sums incurred by Customer under the terms of this agreement.

COMPANY: LUCKY'S TWO-WAY RADIOS

BY Samuel Kay Jr. DATE 11/14/94
(Signed)
This agreement is made and becomes valid only when signed by an officer of Company.

CUSTOMER Fischbeck Construction
ADDRESS 1901 E. Center St.
CITY, STATE, ZIP Anaheim, CA 92805
PHONE 714-563-4200
BY F. Fischbeck GM
(Signed) DATE 1-11-94
BY _____ (Signed)

EXHIBIT No. 6

EXHIBIT No. 6

FCC 405A

Approved by OMB
3080-0107
Expires 4/30/95
See instructions for
public burden estimate.

UNITED STATES OF AMERICA
FEDERAL COMMUNICATIONS COMMISSION

FOR
FCC
USE
ONLY

**PRIVATE RADIO APPLICATION
FOR RENEWAL, REINSTATEMENT AND/OR NOTIFICATION
OF CHANGE TO LICENSE INFORMATION**

1. APPLICANT NAME **FISCHBECK CONSTRUCTION, INC.**

2. MAILING ADDRESS (Line 1) **1901 E. CENTER ST.**

MAILING ADDRESS (Line 2)

3. CITY **ANAHEIM**

4. STATE
CA

5. ZIP CODE
92805

6. CALL SIGN OR OTHER FCC IDENTIFIER
WII664

7. FEE TYPE CODE

8. FEE MULTIPLE

9. FEE DUE

FOR FCC USE ONLY

10. PURPOSE OF APPLICATION

☐ RENEWAL OF LICENSE (FEE REQUIRED)

☐ REINSTATEMENT OF LAND MOBILE LICENSE
(FEE REQUIRED)

☐ NOTIFICATION OF NAME CHANGE WITHOUT CHANGE
IN OWNERSHIP, CORPORATE STRUCTURE OR ENTITY
(NO FEE REQUIRED)
FORMER NAME OF LICENSEE:

☐ NOTIFICATION OF MAILING ADDRESS CHANGE
(NO FEE REQUIRED)

☐ NOTIFICATION OF STATION CLOSURE.
CANCEL LICENSE LISTED IN ITEM 6
(NO FEE REQUIRED)

☒ LAND MOBILE NOTIFICATION OF CANCELLATION FOR
CONVERSION TO PRIVATE CARRIER. (NO FEE REQUIRED)
CANCEL THE FOLLOWING LICENSES:

WII664

11. RADIO SERVICE
IB

13. FILE NUMBER
8704409747

14. CLASS OF STATION(S)
FB4, FX1, MO

12. LOCATION OF TRANSMITTER(S). (GIVE DESCRIPTION OF LOCATION SUCH AS STREET,
CITY, STATE, COORDINATES, ETC.)

SIERRA PEAK, CORONA CA

1901 E. CENTER ST. ANAHEIM CA

CERTIFICATION

1. Applicant waives all claims for the use of any specific frequency regardless of prior use by license or otherwise.
2. Applicant will have unlimited access to the radio equipment and will control access to exclude unauthorized persons.
3. Neither applicant nor any member thereof is a foreign government or representative thereof.
4. Applicant certifies that all statements made in this application and attachments are true, complete, correct and made in good faith.
5. Applicant certifies that the signature that appears on this application is that of a person with the proper authority to sign on behalf of the party represented, as stated in U.S.C. Title 47, Section 1.513.
6. By checking YES, the applicant certifies that, in the case of an individual applicant, he or she is not subject to a denial of federal benefits that includes FCC benefits, pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862, or, in the case of a non-individual applicant (e.g. corporation, partnership or other unincorporated association), no party to the application is subject to a denial of federal benefits, that includes FCC benefits, pursuant to that section. For the definition of a "party" for these purposes, see 47 C.F.R. Section 1.2002(b).

☒ YES

☐ NO

WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. CODE, TITLE 47, SECTION 312(A)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).

→ SIGNATURE

DATE **1-11-94**

FAILURE TO SIGN THIS APPLICATION MAY RESULT IN DISMISSAL OF THE APPLICATION AND FORFEITURE OF ANY FEES PAID.

EXHIBIT No. 7

EXHIBIT No. 7



MOTOROLA

**Communications and Electronics Inc.
Western Division**

October 18, 1993

Chino Hills Patrol
P.O. Box 1814
Chino, CA 91708

Dear Motorola Customer:

Motorola has made arrangements to sell our Community Repeater that your company shares on SUNSET PEAK. The repeater will remain at the same location and be owned and maintained locally by:

**LUCKY'S TWO WAY RADIO
P. O. BOX 7890
Van Nuys, CA. 91409
Tel. No. 818-997-7700**

Effective December 1, 1993, Lucky's Two Way Radio will be billing you for your repeater service. Any pre-paid repeater service will be credited to your Motorola account. Please call Motorola's Customer Service Center at (800) 247-2346 to request a refund.

Thank you for allowing Motorola to provide your communications needs. If you have any questions, please feel free to call me at 800-445-3620 ext. 8359.

Regards,



**Al Pittard
Antenna Site Manager
Network Services Western Division**

cc: Lucky's Two Way Radio

ATTACHMENT No. 8



P.O. Box 7880, Van Nuys, California 91408
Office: (818) 804-3886 FAX: (818) 782-7181
Street Address: 18828 Cabrito Road, Van Nuys, CA 91408

REPEATER AGREEMENT

LUCKY'S TWO-WAY RADIOS hereinafter called Company, agrees to furnish the non-exclusive use of the below described station to the undersigned Customer for the full term and amount stated below, and in consideration thereof, Customer agrees to make the full number of payments at the number and amounts stated below, commencing on the date Company makes the station available.

STATION DESCRIPTION: <i>Private Carrier</i>	
STATION LOCATION:	CUSTOMER NO.: <i>969</i>
EQUIPMENT SUPPLIER: <i>Outland</i>	CUSTOMER BUSINESS ACTIVITY: <i>Security</i>
SPECIAL PROVISIONS	
<input type="checkbox"/> This station will operate under a special use permit from the U.S. Forest Service (U.S.F.S.). The permit fee is currently 8% of the annual amount or a minimum of \$30.00/year. U.S.F.S. fees apply separately to each station located on U.S.F.S. lands. The permit fee is subject to change by the U.S.F.S. and will be added to the contract amount.	
<input type="checkbox"/> Airtime billing will include an allowance of _____ minutes per control, base, mobile, and portable per month (averaged over the entire radio system) in the base rate. Airtime usage in excess of that allowance will be billed at _____ cents per minute. Transmissions will be monitored from 7 A.M. to 7 P.M. Monday through Friday. Unlimited business transmissions will be allowed at other hours at no additional charge. Airtime billing does not include airtime usage accumulated during use of interconnect service.	
<input type="checkbox"/> Interconnect Service (Telephone Interconnect) will be provided for _____ mobiles/portables. Users of interconnected phone service agree to pay all telephone toll charges and message units. Airtime rate for interconnected calls; Incoming: _____ cents per minute; outgoing: _____ cents per minute. Note: Radio dispatch transmissions take priority over interconnected mobile phone service. Interconnect service is provided only on a "time available" basis, as determined by Company, and is subject to availability.	
<input checked="" type="checkbox"/> Other <i>customer agrees to operate FCC license 1546 to assign call sign</i> <i>1111172 to James H. Kay, 988 Lucky's Two Way Radios</i> <i>customer agrees to operate 405 A to cancel license</i> Boxes checked above apply to and are made part of this contract.	

TERMS OF PAYMENT:

All payments will be in advance for the services at the monthly rates stated below.

NO. OF CONTROLS/BASES	NO. OF MOBILES/PORTABLES	NO. OF INTERCONNECTS	CONNECTION FEE	MONTHLY RATE	SECURITY DEPOSIT
<i>1</i>	<i>3</i>	<i>—</i>	<i>—</i>	<i>50.00</i>	<i>50.00</i>
RATE PER CONTROL/BASE	RATE PER MOBILE/PORTABLE	RATE PER INTERCONNECT	BASE NO. OF UNITS	RATE IF BASE NO. OF UNITS EXCEEDED	
<i>12.50</i>	<i>12.50</i>	<i>—</i>		<i>12.50</i>	

Payments will be paid quarterly, due on the 1st day of each calendar quarter. Billing is to be prorated to calendar quarters. In the event that Company elects to change its billing from quarterly to monthly, payments will be due monthly in advance, due on the 1st day of each calendar month. Billing will then be prorated to calendar months. The initial "monthly rate" is subject to change by Company on an annual basis, as provided for in this Agreement.

a) Number of Units: The base number of units stated above is the initial number of units (base, control, mobile, portable) that Customer represents he will use as part of a radio system which includes the above described station. Customer agrees to obtain Company's written approval prior to increasing the number of units above the base number or adding any peripheral equipment such as signaling, tone data or interconnect equipment at which time Customer agrees to pay Company, in addition to the rates already in effect, the amount stated above under "Rate if Base No. Units Exceeded", for the remaining term of this agreement. Failure to obtain Company's approval before placing additional units or peripheral equipment in service shall cause Customer to owe four times the amount of the increase in rate for the period of time the units were in service without permission. (Company reserves the right to request the removal of additional or peripheral equipment if in the opinion of Company, such equipment causes undesirable operation of the station and customer agrees to remove said equipment upon demand.) A subsequent reduction of the number of units shall not reduce the payment amount unless requested by Company.

b) Connection fee: Upon execution of this agreement, Customer agrees to pay the connection fee stated above. The connection fee shall be a one time non-refundable charge. Units added subsequent to the initial connection shall also incur a connection fee equal to the original "Connection Fee" divided by the "Base No. of Units" times the number of units being added to the system.

c) Security Deposit: The security deposit shall be non-refundable for the term of this agreement. Customer acknowledges that the security deposit shall be received and held by Company as security for the continuing performance of Customer's obligations hereunder. In the event such deposit is utilized by Company at its sole option and discretion, for application to satisfy any obligation of Customer hereunder, application of such security deposit to satisfy such obligations shall not relieve Customer of its continuing obligations hereunder, nor shall it be interpreted as a waiver of any rights or remedies of Company. At the termination of this agreement, Company shall refund security deposit or any portion thereof not utilized by Company to meet obligations of Customer. Company shall not be under any obligation to retain Customer's security deposit in an interest bearing or other special non-merged account for the benefit of Customer.

d) General Provisions: The undersigned certifies that he has read and understands all of the terms and conditions on the front and back sides of this agreement, and each party acknowledges receipt of a true copy hereof at the time of execution. All of the terms and conditions on the reverse side hereof are part of this agreement, AND THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, MODIFICATIONS, OR PERFORMANCE GUARANTEES OTHER THAN THOSE EXPRESSLY STATED HEREIN. The parties hereto agree that no subsequent modification, warranty, or waiver shall become valid until and unless it is reduced to writing and signed by Customer and Company.

e) Personal Guarantees: Any person executing this agreement herein below on behalf of Customer, understands and warrants he is principal of Customer and execution of this agreement on behalf of Customer operates as a personal guarantee of payment of any sums incurred by Customer under the terms of this agreement.

COMPANY: LUCKY'S TWO-WAY RADIOS

BY *[Signature]* DATE *12/7/93*
(Signed)
This agreement is made and becomes valid only when signed by an officer of Company.

CUSTOMER *CHING HILL 201006*
ADDRESS *8185 LINDEN*
CITY, STATE, ZIP *CHINO, CA 91710*
PHONE *(409) 464-0377*
BY *CORNELIA DRAH* TITLE *OWNER*
BY *Cornelia Drah* DATE *12-2-93*
(Signed)

ATTACHMENT No. 9

ATTACHMENT No. 9

FCC 405AApproved by OMB
3060-0107
Expires 4/30/95
See Instructions for
public burden estimate.UNITED STATES OF AMERICA
FEDERAL COMMUNICATIONS COMMISSIONFOR
FCC
USE
ONLY**PRIVATE RADIO APPLICATION
FOR RENEWAL, REINSTATEMENT AND/OR NOTIFICATION
OF CHANGE TO LICENSE INFORMATION**1. APPLICANT NAME **CHARLES DRAY & CORNELIA DRAY**2. MAILING ADDRESS (Line 1) **P. O. BOX 1814**

MAILING ADDRESS (Line 2)

3. CITY **CHINO**4. STATE
CA5. ZIP CODE
917096. CALL SIGN OR OTHER FCC IDENTIFIER
WII622

7. FEE TYPE CODE

8. FEE MULTIPLE

9. FEE DUE

FOR FCC USE ONLY

\$ **0**

10. PURPOSE OF APPLICATION

☐ RENEWAL OF LICENSE (FEE REQUIRED)☐ REINSTATEMENT OF LAND MOBILE LICENSE
(FEE REQUIRED)☐ NOTIFICATION OF NAME CHANGE WITHOUT CHANGE
IN OWNERSHIP, CORPORATE STRUCTURE OR ENTITY
(NO FEE REQUIRED)
FORMER NAME OF LICENSEE☐ NOTIFICATION OF MAILING ADDRESS CHANGE
(NO FEE REQUIRED)☐ NOTIFICATION OF STATION CLOSURE,
CANCEL LICENSE LISTED IN ITEM 6
(NO FEE REQUIRED)☒ LAND MOBILE NOTIFICATION OF CANCELLATION FOR
CONVERSION TO PRIVATE CARRIER (NO FEE REQUIRED)
CANCEL THE FOLLOWING LICENSES:WII622

11. RADIO SERVICE

IB

13. FILE NUMBER

9204414196

14. CLASS OF STATION(S)

FB4, MO12. LOCATION OF TRANSMITTER(S). (GIVE DESCRIPTION OF LOCATION SUCH AS STREET,
CITY, STATE, COORDINATES, ETC.)**SUNSET PEAK, UPLAND CA
15220 YORBA, CHINO CA**

CERTIFICATION

1. Applicant waives all claims for the use of any specific frequency regardless of prior use by license or otherwise.
2. Applicant will have unlimited access to the radio equipment and will control access to exclude unauthorized persons.
3. Neither applicant nor any member thereof is a foreign government or representative thereof.
4. Applicant certifies that all statements made in this application and attachments are true, complete, correct and made in good faith.
5. Applicant certifies that the signature that appears on this application is that of a person with the proper authority to sign on behalf of the party represented, as stated in U.S.C., Title 47, Section 1.913.
6. By checking YES, the applicant certifies that, in the case of an individual applicant, he or she is not subject to a denial of federal benefits that includes FCC benefits, pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862, or, in the case of a non-individual applicant (e.g. corporation, partnership or other unincorporated association), no party to the application is subject to a denial of federal benefits, that includes FCC benefits, pursuant to that section. For the definition of a "party" for these purposes, see 47 C.F.R. Section 1.2062(b).

☒ YES☐ NO

WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. CODE, TITLE 47, SECTION 312(A)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).

→ SIGNATURE *Cornelia Dray*DATE *12-2-93*

FAILURE TO SIGN THIS APPLICATION MAY RESULT IN DISMISSAL OF THE APPLICATION AND FORFEITURE OF ANY FEES PAID.

ATTACHMENT No. 10

ATTACHMENT No. 10

ADDRESS AND TELEPHONE NUMBER
ATTORNEY(S)

Laurence Jay Feinberg (Bar # 80021) (818) 705-4124
18075 Ventura Blvd., Suite 213
Encino, California 91316-3521

ATTORNEY(S) FOR

Lucky's Two-Way Radios, Plaintiff

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Lucky's Two-Way Radios

CASE NUMBER

LC041204

JUDGMENT BY
COURT AFTER
DEFAULT

ORIGINAL FILED

MAY 27 1998

LOS ANGELES
SUPERIOR COURT

Plaintiff(s)
vs
Cornelia Dray, individually, et. al.
Defendant(s)

This cause came on to be heard before the Honorable **BRUCE J. SOTTILE**
presiding in Department *NWV*, on *May 27*, 19 *98*, appearing as attorney for
plaintiff(s)/cross-complainant(s), and it appearing that defendant(s)/cross-defendant(s),
Cornelia Dray, individually and Charles Dray, individually and doing business as Chino Hills
Partol, a partnership

having been regularly served with process, having failed to appear and answer the plaintiff's complaint filed
on *May 21, 1997*, and the default of said defendant(s)/cross-defendant(s) having been duly entered
and evidence having been introduced in open session of this Court or having been considered by the Court:

It is therefore ordered, adjudged, and decreed that plaintiff(s)/cross-complainant(s)
Lucky's Two-Way Radios

recover from said defendant(s)/cross-defendant(s) the principal sum of \$ *1,995.00*, interest on said
sum to the date hereof in the sum of \$ *0.00*, and attorney's fees in the sum of \$ *209.70*,
total of \$ *2,204.70*, with plaintiff(s)/cross-complainant's(s) costs and disbursements amounting
to the sum of \$ *266.00*, together with interest on said judgment as provided by law. The Clerk
is ordered to enter the judgment.

In addition, defendants are ordered to execute and deliver to plaintiff's counsel a FCC
Form 1046 assigning call sign *W11622* to plaintiff or its designee and a FCC Form 405A
canceling said license. If defendants fail to execute and deliver to plaintiff's
counsel a FCC Form 1046 assigning call sign *W11622* to plaintiff and a FCC Form 405A
canceling said license within 10 days after service of same on defendants, then the
Court shall appoint the clerk of the court as an elisor to sign the documents on behalf
of defendants.

Dated:

R
MAY 27 1998

BRUCE J. SOTTILE
Judge/Judge for the Court

ORIGINAL FILED

1 LAURENCE J. FEINBERG
 Attorney at Law
 2 18075 Ventura Boulevard
 Suite 219
 3 Encino, CA 91316-3521
 State Bar #80021
 4 (818) 705-4124

NOV 20 1998

LOS ANGELES
 SUPERIOR COURT

5 Attorney for Plaintiff

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 FOR THE COUNTY OF LOS ANGELES

10
 11 LUCKY'S TWO-WAY RADIOS,) CASE NO. LC041204
)
 12 Plaintiff,) EX PARTE ORDER FOR
) CLERK TO ACT AS
 13 vs.) ELISOR
)
 14 CORNELIA DRAY, individually,)
 et al.,)
 15)
 Defendants.)
 16)

17 Application having been made by plaintiff with proof having
 18 been made to the satisfaction of the court, and good cause
 19 appearing therefor,

20 IT IS HEREBY ORDERED that the application of plaintiff,
 21 LUCKY'S TWO-WAY RADIOS, for an ex parte order directing that the
 22 clerk of the court act as elisor, to sign on behalf of defendants,
 23 FCC Form 1046 assigning call sign WII622 to plaintiff and a FCC
 24 Form 405A canceling said license, be granted. *Counsel for Plaintiff is*
 25 *authorized to transport the case file to the Central District for filing.*
 Dated: November 20, 1998

26 /s/ Richard G. Kolostian
 27 JUDGE OF THE SUPERIOR COURT
 Richard G. Kolostian *Ko*

FCC 405A

Approved by OMB
3060-0107
Expires 4/30/95
See instructions for
public burden estimate.

**UNITED STATES OF AMERICA
FEDERAL COMMUNICATIONS COMMISSION**

FOR
FCC
USE
ONLY

**PRIVATE RADIO APPLICATION
FOR RENEWAL, REINSTATEMENT AND/OR NOTIFICATION
OF CHANGE TO LICENSE INFORMATION**

1. APPLICANT NAME **CHARLES DRAY & CORNELIA DRAY**

2. MAILING ADDRESS (Line 1) **P. O. BOX 1814**

MAILING ADDRESS (Line 2)

3. CITY **CHINO**

4. STATE

CA

5. ZIP CODE

91709

6. CALL SIGN OR OTHER FCC IDENTIFIER

WII622

7. FEE TYPE CODE

8. FEE MULTIPLE

9. FEE DUE

FOR FCC USE ONLY

\$ **0**

10. PURPOSE OF APPLICATION

☐ RENEWAL OF LICENSE (FEE REQUIRED)

☐ REINSTATEMENT OF LAND MOBILE LICENSE
(FEE REQUIRED)

☐ NOTIFICATION OF NAME CHANGE WITHOUT CHANGE
IN OWNERSHIP, CORPORATE STRUCTURE OR ENTITY
(NO FEE REQUIRED)
FORMER NAME OF LICENSEE:

☐ NOTIFICATION OF MAILING ADDRESS CHANGE
(NO FEE REQUIRED)

☐ NOTIFICATION OF STATION CLOSURE,
CANCEL LICENSE LISTED IN ITEM 6
(NO FEE REQUIRED)

☒ LAND MOBILE NOTIFICATION OF CANCELLATION FOR
CONVERSION TO PRIVATE CARRIER, (NO FEE REQUIRED)
CANCEL THE FOLLOWING LICENSES:

WII622

11. RADIO SERVICE
IB

12. LOCATION OF TRANSMITTER(S). (GIVE DESCRIPTION OF LOCATION SUCH AS STREET,
CITY, STATE, COORDINATES, ETC.)

13. FILE NUMBER

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SUNSET PEAK, UPLAND CA

15220 YORBA, CHINO CA

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FB4, MO

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☒ YES

☐ NO

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SIGNATURE

Mike Braverman for Cornelia Dray

DATE **11/25/98**

FAILURE TO SIGN THIS APPLICATION MAY RESULT IN DISMISSAL OF THE APPLICATION AND FORFEITURE OF ANY FEES PAID.

ATTACHMENT No. 5

ATTACHMENT No. 5

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